

UNION PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

1416 DODGE STREET

OMAHA, NE. 68179



C. BARRY SCHAEFER
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WILLIAM P. HIGGINS
Assistant Vice President-Law
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General Counsel
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HARRY LUSTGARTEN, JR.
General Solicitor

ROBERT B. BATCHELDER
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JEROME GIVEN
General Trial Counsel
ROBERT E. WALKLEY
General Contract Counsel

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Asst. General Attorneys
LOUISE A. RINN
Attorney

January 3, 1983

C-53599-6-B

3-0104043

RECORDATION NO. 13117-F
FEB 14 1983

JAN 10 1983 11 00 AM
INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

No. JAN 10 1983
Date.....
Fee \$ 10.00
ICC, Washington, D. C.

RECEIVED
JAN 10 10 52 AM '83
FEE OPERATION BR.

Dear Ms. Mergenovich:

There are enclosed herewith for filing and recording pursuant to Section 11303 of the Interstate Commerce Act an executed original and four (4) executed counterpart originals of the following document relating to equipment lease agreement between Union Pacific Railroad Company, having a place of business at 1416 Dodge Street, Omaha, Nebraska 68179, and The Western Pacific Railroad Company, having a place of business at 526 Mission Street, San Francisco, California 94105:

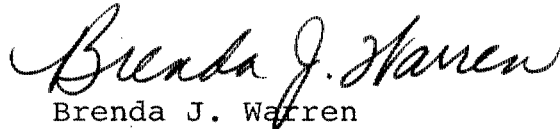
Supplemental Agreement (C.D. No. 53599-6-B), dated as of December 1, 1982, providing for redelivery of equipment, repair and/or reconditioning of equipment, and termination of the original equipment lease dated as of March 1, 1981, as amended covering the leasing by Union Pacific Railroad Company to The Western Pacific Railroad Company of one hundred (100), 100-ton open top hopper cars, filed and recorded pursuant to 49 U.S.C. § 11303 on October 20, 1981, and assigned recordation number 13117-A.

Ms. Agatha L. Mergenovich
December 7, 1982
Page Two

After filing and recordation, please return the counterparts marked "Duplicate Original UPRR Counterpart" and "Duplicate Original WP's Counterpart" of the enclosed agreement to Paul A. Conley, Jr., Associate General Counsel, Union Pacific Railroad Company, 1416 Dodge Street, Omaha, Nebraska 68179.

The fee of \$10.00 for filing and recordation is enclosed herewith.

Very truly yours,


Brenda J. Warren

Enclosures

UNION PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

1416 DODGE STREET

OMAHA, NE. 68179



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Attorney

RECORDATION NO. 13117-5
MAR 3 - 1983 - 10 20 AM
INTERSTATE COMMERCE COMMISSION
dot n.c. copy received

February 17, 1983

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, D.C. 20423

RECEIVED
FINANCE SECTION UNIT

FEB 25 1983

INTERSTATE COMMERCE
COMMISSION

Dear Ms. Mergenovich:

This refers to a telephone conversation between Mrs. Davis of your office and Mrs. Okelberry of this office concerning the furnishing of acknowledgments in connection with the filing and recording of supplemental agreement, C.D. No. 53599-6-B. The supplemental agreement is between Union Pacific Railroad Company and Western Pacific Railroad Company and provides for redelivery of equipment and termination of the original lease agreement.

As requested by Mrs. Davis, I am enclosing a copy of the acknowledgment on behalf of Mr. Kenefick, President of Union Pacific Railroad Company, and Mr. Stumbo on behalf of the Western Pacific Railroad Company.

If you have any further questions concerning this matter, please contact Ms. Carol Okelberry at (402) 271-4376.

Very truly yours,

CJO
Brenda J. Warren

EQUIPMENT LEASE

UNION PACIFIC RAILROAD COMPANY,

Lessor

to

THE WESTERN PACIFIC RAILROAD COMPANY,

Lessee

Dated as of March 1, 1981
Filed and Recorded Pursuant to
49 U.S.C. § 11303 on October 20, 1981,
and Assigned Recordation No. 13117-A

SECOND SUPPLEMENT TO EQUIPMENT
LEASE

Dated as of September 30, 1982

RECORDATION NO. 13117-F

Filed and Recorded with the
I.C.C. Pursuant to Section 11303 of the
Interstate Commerce Act on
_____, 1982, at _____.m.

RECORDED NO. 13117-F
JAN 10 1983 -11
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 1st day of December, 1982, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter the Lessor), and THE WESTERN PACIFIC RAILROAD COMPANY, a corporation of the State of Delaware (hereinafter the Lessee), WITNESSETH:

RECITALS:

Under date of March 1, 1981, the parties hereto entered into an agreement (hereinafter the Original Agreement) covering the lease of one hundred (100) open-top hopper cars, for a term of one year and one month commencing March 1, 1981, unless sooner terminated as therein provided.

By instrument dated June 25, 1982, the Original Agreement has been renewed to and including March 31, 1983. The Original Agreement, renewed as aforesaid, hereinafter is the Current Agreement and is identified in the records of the Lessor as its Audit No. 132853.

The Lessee now desires to return all of the cars (hereinafter the Equipment) and the Lessor is willing to terminate the Current Agreement on the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. REDELIVERY OF EQUIPMENT.

In accordance with Section 15 of the Current Agreement, the Lessee shall redeliver the Equipment to the Lessor at Salt Lake City, Utah.

Upon return of the Equipment to the Lessor, the Lessor shall inspect each unit of Equipment and provide to the Lessee the acceptance date for each unit that is in satisfactory condition.

Section 2. REPAIRS AND/OR RECONDITIONING.

With respect to units of Equipment requiring repairs and/or reconditioning, the Lessor shall provide immediate notification to the Lessee's Mechanical Department, such notification to include the following:

- a. Number of units and description of each unit (UP Identifying Mark) requiring repair and/or reconditioning.
- b. Description of the scope of work required to complete the repairs and/or reconditioning of each unit.
- c. Estimated time required for Lessor to complete such repair and/or reconditioning of each unit.

Section 3. REPAIR AND/OR RECONDITIONING.

Upon Lessee's authorization, the Lessor shall perform the required repair and/or reconditioning, at Lessee's sole cost and expense, and the Lessor, upon such performance, shall advise the Lessee of the

- a. actual date such repair and/or reconditioning is completed;
- b. actual charges for such repair and/or reconditioning; and
- c. facility at which such repair and/or reconditioning was performed.

If the Lessee elects to perform the required repair and/or reconditioning, the Lessor shall reinspect each unit of Equipment upon its return to Salt Lake City, Utah, in accordance with Section 1 hereof.

Section 4. RENTAL.

It is expressly understood and agreed, pursuant to Section 15 of the Current Agreement, that rental for each unit of Equipment shall not cease or abate until such unit is redelivered to and accepted by the Lessor.

Section 5. TERMINATION.

The Current Agreement shall be, and hereby is, terminated as of the date all units of Equipment are redelivered to and accepted by the Lessor.

Section 6. AGREEMENT SUPPLEMENTAL.

The Current Agreement is supplemental to the Current Agreement and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused

this Agreement to be executed as of the date first herein written.

Witness:

UNION PACIFIC RAILROAD COMPANY,

By JC Kemp President

Witness:

THE WESTERN PACIFIC RAILROAD
COMPANY,

M. K. Lavatae

By W. S. Shumbo, Jr.
Vice President

STATE OF CALIFORNIA

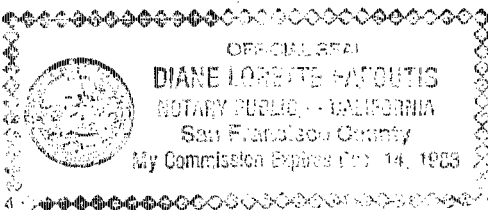
COUNTY OF San Francisco

} ss.

On this 31st day of January, in the year 1983,
before me, the undersigned, a Notary Public in and for said State, personally appeared
R. W. STUMBO, JR.

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person who executed the
within instrument on behalf of the Corporation therein named, and acknowledged to me that
the Corporation executed it.

WITNESS my hand and official seal.



ACKNOWLEDGMENT—Corporation—Wolcotts Form 222CA-X—Rev. 5-82
©1982 WOLCOTTS, INC.

Diane Lorette Lafoutis

Notary Public in and for said State.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged
before me this 31st day of January, 1983,
by J. C. KENEFICK, President of Union Pacific Railroad
Company, a Utah corporation, on behalf of the corporation.



A. A. Holdorf
Notary Public

(Seal)